

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

Caption in Compliance with D.N.J. LBR 9004-1(b)

Herbert B. Raymond, Esq.
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In Re:

Nana Opoku-Ware

Case No.: 19-25519

Chapter: 13

Judge: _____

DISCLOSURE OF CHAPTER 13 DEBTOR'S ATTORNEY COMPENSATION

1. Pursuant to 11 U.S.C. § 329(a) and Fed. R. Bankr. P. 2016(b), I certify that I am the attorney for the debtor(s) and that compensation was paid to me within one year before the filed date of the petition, or agreed to be paid to me, for services rendered or to be rendered on behalf of the debtor(s) in connection with this bankruptcy case is as follows:

■ Under D.N.J. LBR 2016-5(b), I have agreed to accept for all legal services required to confirm a plan, subject to the exclusions listed below, including administrative services that may occur postconfirmation, a flat fee in the amount of \$ 4,750.00. I understand that I must demonstrate that additional services were unforeseeable at the time of the filing of this disclosure if I seek additional compensation and reimbursement of necessary expenses.

Legal services on behalf of the debtor in connection with the following are not included in the flat fee:

Representation of the debtor in:

- adversary proceedings,
- loss mitigation/loan modification efforts,
- post-confirmation filings and matters brought before the Court.

I have received: \$ 899.05

The balance due is: \$ 3,850.95

The balance ☒ will ☐ will not be paid through the plan.

☐ Under D.N.J. LBR 2016-5(c), I have agreed to accept for legal services provided on behalf of the debtor in this case, an hourly fee of \$ _____. The hourly fee charged by other members of my firm that may provide services to this client range from \$ _____ to \$ _____. I understand that I must receive the Court's approval of any fees or expenses to be paid to me in this case post petition pursuant to D.N.J. LBR 2016-1.

I have received: \$ _____

2. The source of the funds paid to me was:

☒ Debtor(s) ☐ Other (specify below)

3. If a balance is due, the source of future compensation to be paid to me is:

☒ Debtor(s)

☐ Other (specify below)

4. I ☐ have or ☒ have not agreed to share compensation with another person(s) unless they are members of my law firm. If I have agreed to share compensation with a person(s) who is not a member of my law firm, a copy of that agreement and a list of the people sharing in the compensation is attached.

Date: **October 4, 2019**

/s/ Herbert B. Raymond, Esq.

Herbert B. Raymond, Esq.

Debtor's Attorney

In re **Nana Opoku-Ware**

Case No. **19-25519**

Debtor(s)

Disclosure of Chapter 13 Debtor's Attorney Compensation
Attachment A

Retainer Agreement

This shall constitute the fee arrangement between you, the client or Debtor(s) and the law firm, that is Herbert B. Raymond, Esq., Jeffrey M. Raymond, Esq., and Kevin L. DeLyon, Esq., dba Raymond and Raymond. The fee you are being charged, pre-confirmation, is a set fee, with possible upward adjustment, contingent on services rendered. The fee you are being charged is \$4,7500, plus filing fees and costs of approximately \$400 (consisting of the court filing fee, the credit counseling fee, the credit reporting fee, and miscellaneous costs associated with filing, i.e. actual costs of filing).

Pre-Confirmation with Adjustment if Necessary: The fee charged relates to pre-confirmation services only and is a set fee, in other words, it is a flat rate fee which may be adjusted upwards depending on the services rendered in the case. The maximum amount, that the fee may be increased is to the sum of \$4,750.00, a sum set by the Court, exclusive of costs. The Debtor consents and agrees to be charged this fee and understands that if the fee charged is less than the \$4,750, that the attorneys/law firm, may amend the fee disclosure so that the increased fee is charged. The amended fee disclosure statement, will be e-mailed or mailed to the Debtor/client. By signing this agreement, despite the legal fee charged to you, you consent to a legal fee to be charged of up to \$4,750, depending on the circumstances in the case (if additional services are rendered).

A. Excluded Services: Before confirmation of your plan, services pertaining to loss mitigation or loan modification efforts and representation in adversary proceedings, are not included in the fees being charged. The Court specifically excludes such fees from the flat rate charge. [Please see below as it relates to supplemental or additional fees for any unforeseen service or a service not contemplated by the parties]

i. The legal fees for loss mitigation vary and the basic or standard charge is \$750, but may be as much as \$1,500.00, depending on the particular case. This sum is in addition to the flat or set fee noted above. There may also be additional fees pertaining to loss mitigation such as, but not including to fees for status conferences (charged at \$300 to \$500), loss mitigation extension or termination applications (\$250) and motions to approve a loan modification (\$500).

ii. **Representation in Adversary Proceedings:** Fees pertaining to adversary proceedings

are not included in the set fee and no representation in any adversary action/proceeding, will be under-taken until the quoted legal fee and cost is paid by the Debtor to counsel.

Litigation: In some circumstances, involving considerable litigation, such as but not limited to complicated legal issues requiring briefing or plenary hearings (involving a contested factual issue such as, but not limited to a valuation hearing or contested confirmation issue), a request may be made, by the law firm, to the Court, for fees to be paid an hourly rate, which shall be the rate in effect, set by the firm, at the time the services are rendered to the Debtor.

Appeal: In no event will the fee cover an appeal and no appeal will be under-taken without the execution of another agreement between the Debtor and law firm and the payment of the required legal fees and costs of appeal.

Fees for pre-confirmation services whether included or excluded, will be part of your Chapter 13 plan to the extent not paid initially and if the fee is for an excluded service or if the pre-confirmation fee is increased due to the rendering of additional services, the Chapter 13 plan payment may increase. By signing this agreement, you consent to the fees that are charged and to be included under the plan and the law firm will continue to represent you and make adjustment to the fees and necessary, depending on services rendered, and the fees will be part of your Chapter 13 plan and may result in an increase in plan payments.

Post-Confirmation (After Initial Court Approval): The fee noted above, whether flat rate, increased by adjustment or hourly, does not include any services rendered to you after the approval (confirmation) of your plan. Thus any service, including but not limited to services, other than those services deemed part and parcel of the original fee or plan, performed after the confirmation of your plan, may be charged to you, pursuant to the following schedule and are known as supplemental counsel fees or post-confirmation counsel fees:

- a. **Modified Plans: \$300**
- b. **Motions filed on Behalf of the Debtor: \$500**
- c. **Defense of Trustee Motions, Stay Relief Motions or any Other Motion(s) Filed Against the Debtor: \$400**
- d. **Retention Applications: \$200**
- e. **Notice of Settlement and/or Notice of Sale: \$150**
- f. **Amendments to Petition: \$100 (Plus Actual Costs)**
- g. **Additional Court Appearances Pertaining to Any of the Above or Below: \$100**

h. Trustee or Creditor Default Certifications: \$400

i. Preparation of Wage Order: \$150

j. Conversion of Case: Any amounts still due under the plan plus legal fees (\$350 to \$1,200) plus actual costs of conversion such as amendment filing fee and conversion fee

These after confirmation or supplemental legal fees are be charged to the Debtor/Client consistent with this schedule. In very complicated or time consuming situations, like, for example, where a legal issue arises or where there is a contested factual issue necessitating a plenary hearing, the fee charged may be on an hourly basis, at the rate, in counsel's discretion, in effect at the time the service is rendered. The Debtor(s) consents to the post-confirmation fees to be charged, whether on an hourly basis or pursuant to this fee schedule (for an enumerated or standard service), and the attorney will represent the Debtor(s) and charge the Debtor pursuant to the post-confirmation schedule, with the legal fees, to be added to the plan, unless the Debtor notifies the firm otherwise. The additional fee may result in an increase in the Debtor's plan payment to the Trustee.

Pre-Confirmation Supplemental or Additional Fees: In the event a service is rendered, for a non-foreseeable event, one which was not contemplated by the parties, we have the right to charge an additional fee, pursuant to the schedule noted above, with the fee, in most cases, to be added to your plan. In some situations, it may mean that your plan payments will increase to account for this fee.

Costs: Actual costs of filing, such as, but not limited to the costs noted above, must be paid by the Debtor/Client. Thus, in addition to the filing fees, credit counseling and credit reporting costs, there may be, for example, additional costs for filing fees pertaining to certification of an order, the cancellation of a judgment, cancelling a mortgage, title report(s) and the financial management course. These actual costs must be paid by the Debtor and the actual cost must be paid to counsel before it is incurred.

Fees Due Upon Dismissal or Conversion: If your case is ever dismissed, you will still owe to the law firm any amounts due under the plan which have yet to be paid (unpaid amounts). Similarly, upon conversion, the amounts still due under the plan, must be paid before conversion of your case to another chapter of the code.

Irrevocable Assignment of Legal Fees and/or Costs: The Debtor, by signing this statement, assigns his/her/their interest, in the funds held by the Trustee, to the extent Counsel is still owed legal fees or expenses for services rendered or expenses incurred. You hereby irrevocably assign to us your interest in all payments made to the Chapter 13 Trustee, to the extent of any balance due, subject to

Court approval of such fees and/or expenses. If your case is dismissed, or converted before our fees and/or expenses are paid in full, you agree to allow the Chapter 13 Trustee to pay the balance due to us directly from funds that would otherwise be returned to you, subject to Court approval of the fees and/or expenses. This means that if the Chapter 13 Trustee is holding funds, from payments that you made into the case, at the time the case is converted or dismissed, you have agreed that those funds are assigned to us and that such funds will be paid to our firm on account of legal fees and/or costs still due and owing.

Credit Scores: I understand that my attorney has no control of my credit score, or any credit implications, either during or after the bankruptcy case and that includes what may be included on my credit report. My attorney makes no representations as to credit and I understand that there are credit implications as a result of filing bankruptcy that are not within the control of my attorney and that my attorneys cannot rectify. My attorneys are under no obligation to take any action as it pertains to my credit and have not been retained, or otherwise, to do so.

Income Tax Liability (Whether State, Federal or Otherwise): I understand, as it pertains to income taxes, where a tax return was not filed by me and was filed by a taxing entity, the liability will never be dischargeable (capable of being wiped out), no matter how the obligation is treated in the plan. So even if paid in full interest will continue to accrue. As to any tax return not filed on time, when due, or not within two years of filing, the same holds true. The liability and/or any interest will continue to be due after the bankruptcy filing. Please note that there is no way that we can determine whether tax liability is dischargeable. There may also be other events such as tolling (where another bankruptcy was filed or when an offer and compromise was in affect), or where liability was not assessed, where the tax and/or any interest will continue to be due.

By signing this agreement, you agree to the fee structure noted above regarding the legal fees (flat, adjustment upward, hourly and post-confirmation), and to the assignment of Legal Fees and/or Costs in the case. By signing this agreement, I consent to the terms and accept the fee agreement and understand the fee arrangement. I understand that effective legal representation means cooperating with my attorney by providing information, whether in the form of documents or information, and being forthright (honest). I understand that should I fail to cooperate with my attorney in this manner or that if I am not forthright, I jeopardize the continuation of my case and my attorney may ask the Court to withdraw as my counsel. There will be no refunds of any legal fees if the firm withdraws as counsel and there will be no refunds of any sums once the case is filed with the Court.

NANA OPUKU-WARE

/S/ _____ Dated: August 19, 2019

Debtor

/S/ _____ Dated:

Joint-Debtor (if applicable)